

Loan contract iPad

Loan contract regarding an iPad including accessories between the City of Münster,

represented by, school / City _____

Street _____

ZIP code, town _____

Email _____

hereafter referred to as: **“City of Münster“**

and

1st and 2nd name _____

Form _____

Street _____

ZIP code, town _____

hereafter referred to as: the **“student“**,

and the person entitled to custody

1st and 2nd name _____

Street _____

ZIP code, town _____

Email _____

hereafter referred to as: **“guardians“**

1. Whereas

The present contract rules the conditions under which the City of Münster provides the student with an iPad, including accessories for school and extracurricular lessons.

The contract is concluded between the City of Münster and the respective student and his/her guardian, and the student is also represented by his/her guardian.

Generally, it is the student in the first place who is obliged to fulfil his/her duties of care imposed on him/her by this contract, since he/she is the one having immediate access to the loaner. However, the guardian/s shall urge the student to observe and fulfil the duties provided by this contract. In the case of a culpable breach of contractual duties by the student that results in damage to or the loss of the loaner, the guardians along with the student shall be liable for any damage incurred.

Loaners made available by the school shall be administered centrally by citeq.

2. Object of the contract

The City of Münster provides the student with the following hardware as of the school year _____/_____ for the purposes described in this contract:

a) Apple iPad 10.2 Wi-Fi (_____) incl. power supply unit and network cable, inventory number (_____)

b) Protective case “UAG“ for Apple iPad
together referred to hereafter as the “Loaner”.

Following the loan, the loaner shall be and shall remain the property of the City of Münster and the loaner is temporarily given to the student by the City of Münster in the framework of the provisions of this contract free of charge until the expiration of the contract.

3. Duration / renewal / termination

- 3.1 The duration of the contractual relationship is generally limited to the respective school year. The school year starts on the first school day following the summer holidays and it will end on the last school day before the following summer holidays. This shall also include school breaks during such period of time.
- 3.2 The contractual relationship will generally end automatically on the last school day of the current school year prior to the holidays or on the day the student permanently ceases to be a student at the school he/she attended at the time the contract was concluded. In the event of a permanent withdrawal from such school, the contractual relationship shall end with the last day of school in each case.
- 3.3 The duration of the contract shall automatically be renewed by a further school year if the City of Münster or a school representative, and in particular the form teacher, does not request the return of the loaner at the end of the school declaring instead that the loaner may be used for the next school year, too.

In favour of the student it is assumed that the loaner does not have to be returned on the last day of the particular school year and that the contract was renewed by a further year

- provided the student does not withdraw permanently from schooling at the school he/she attended at the time the contract was concluded, or
- the City of Münster or a representative of that school did not demonstrably require the return of the loaner.

- 3.4 The student may terminate the loan contract with immediate effect **at any time**. Notice must be given to the City of Münster in writing. For that purpose it shall be sufficient to give notice to the school management by email. The email address is shown on the first page of the loan contract.
- 3.5 The City of Münster may terminate the loan contract only by giving notice with a notice period of 14 days. In the case of under-age students, notice shall be given to the

guardian in which case the sending of an email message shall be sufficient. The email address is shown on the first page of the loan contract.

The City of Münster may terminate the contract with immediate effect and without giving notice only if the student should use the loaner in breach of the contractual provisions, in particular if he/she makes the loaner – without being permitted to do so – available to an unauthorised third party or if he/she put the condition of the loaner at a great risk by neglecting his/her obligation to exercise diligence.

3.6 Following the termination of the contractual relationship, the loaner shall be returned to the City of Münster without delay and the return itself is organised and handled by the school attended. If the contractual relationship ends at the end of the school year, the loaner must be returned on the last school day before the summer holidays at the latest, unless and insofar as the return is requested up to 21 days before the summer holidays for (school) organisational reasons. In this respect, the school is granted a reasonable discretion.

4. **Terms of use**

4.1 Generally, the loaner is only made available to the student for school purposes until the end of the loan contract.

4.2 **Private use** of the loaner shall be permitted only if and insofar as its usability for school purposes is not impaired by its private use. Private use means, in particular the student's right to install and use apps himself/herself.

The **private use** of the loaners is regularly associated with a high utilisation of the data storage volume which can impair in particular the usability of loaners with smaller data storage for school purposes. The student undertakes to see to it that the private use of their loaners for school purposes is not impaired, for example by using a lot of storage space for storing private data (such as videos and music).

4.3 The student must handle the loaner carefully. To this end, the loaner must be kept in the protective case provided. The loaner must not be left unattended in public spaces.

4.4 The student may make the loaner available to an authorised third party for school purposes only and for a limited period of time required for such purposes. Authorised third parties include the following persons:

1. Teachers and / or the school attended by the student;
2. Classmates;
3. The student's guardians.

Transfer to or use by unauthorised third parties is prohibited.

4.5 Compliance with applicable legal provisions / duties of conduct

- The student shall be responsible for the safe and legal use of the loaner given to him/her to the extent he/she can influence this.
- The student undertakes to abide by applicable legal provisions as well as school-specific rules. This includes copyrights, youth protection laws, data protection rights, the criminal law as well as school regulations.
- Irrespective of the legal permissibility, it is not allowed to intentionally or knowingly, download, store or disseminate anti-constitutional, racist, violence-glorifying or pornographic content when using the loaner.
- If there is a suspicion that the loaner or a computer programme/app has been infected by malware, the City of Münster or the school, respectively must be notified thereof immediately. In the case of such suspicion, the loaner must not be used until the City of Münster or the school releases the loaner for use again.

4.6

Basic configuration in respect of the device safety and usability

- At the time the loaner is handed over it has been pre-configured with technical measures for securing it against unauthorised access and malware.
- The City of Münster uses content filters within the school's WLAN to filter out certain illegal, anti-constitutional, racist, violence-glorifying or pornographic internet content. By means of this content filter, the contents of web pages are automatically filtered during browser operation in the school with respect to certain words, phrases, images or links that indicate relevant content and, if necessary, access to the contents via the loaner will be blocked.
- The safety precautions taken by the system administration must not be altered or bypassed.
- In order to be able to download to the loaner and install them, the student shall initiate an operating system update on a regular basis. Corresponding requests from the operating system or from installed software to install updates must be executed.
- Connection to the internet should only be made via trustworthy networks such as the school's network, the student's own WLAN at home or a hotspot of the student's own mobile phone. In case of doubt with respect to the safety of the available network (e. g. in a café) the loaner should not be used via such network.
- During lessons, all alerts that might be disturbing must be deactivated.

4.7

Data security / storage services

- Data may only be stored or exchanged on services approved by the City of Münster. The school/school board will make recommendations/specifications in this regard.
- Data should not be stored on the loaner in order to avoid an overload of the data memory and the loss of data in the event of loss or repair of the loaner.

The City of Münster declines any responsibility for the loss of data, in particular when the loss is due to equipment defects or improper handling.

- The student shall be responsible for the backup of the data and the corresponding settings; regular backups must therefore be ensured by him/her.

4.8 Maintaining system security / technical support

- The technical support provided by the City of Münster / the school Support initially includes the basic configuration of the loaner and a checklist to assist with commissioning.
- The City of Münster reserves the right to make at any time centrally controlled updates of the software existing on the loaner in order to – for example – close any safety-relevant gaps. The City of Münster has no access to data stored on the loaners and also cannot analyse the same.

Pursuant to the legal provisions of the Ordinance on Industrial Safety and Health, to article 2.3 of the statutory accident insurance and to the regulations for safety and health at work of the employers' liability insurance association (BGV A3 art. 3 1+2), the school is obliged to check the flawless electrical condition of devices, materials and machines in order to guarantee students' safety. When checking the electronic devices for operational safety at the school, the digital terminals made available, i.e. the loaners, must also be checked.

In the framework of this check, special attention is paid to ensure the functionality of the devices or its restoration, respectively. In this context the City of Münster is obliged (also contractually) to perform virus scans and take similar safety precautions in the framework of the safety check of the loaner in order to ensure the functionality of the loaner.

5. Right to information and presentation

The student is obliged to provide information on the whereabouts of the loaner at any time upon request and to present the loaner to an authorised person. Authorised persons within the meaning of this clause are in particular teachers, the school management and employees of the City of Münster. The City of Münster shall announce its request for information on the whereabouts and presentation of the loaner subject to a period of notice of at least 7 days.

6. (Pre-) damage / liability for damage, functional impairments

6.1 The loaner is always handed over without prior damage. If in individual cases there is prior damage, then such damage shall be listed conclusively in the attachment “Prior Damage” which constitutes a part of this contract.

6.2 The student shall be generally liable for any damage, loss or functional impairments be caused to the loaner during and subsequent to the contractual period. The student shall be free to provide evidence that such damage, loss or functional impairment cannot be attributed to a reproachable misconduct by the student

6.3 However, the student is only liable for functional impairments if these were caused by improper use of or damage to the rental device. In particular, functional impairments for which there is a manufacturer's warranty or which are caused by faulty software, virus attack or similar causes are excluded from liability, unless the student is responsible for this. In particular, the student shall not be liable for damages caused by employees or staff of the City of Münster through incorrect maintenance or improper use of the loaner.

Normal signs of tear and wear caused in the framework of the contractual use of the loaner do not constitute a damage within the meaning of article 6.2.

6.4 The student shall inform the City of Münster or the school her or she attends about any damage or functional impairment of the loaner immediately following the occurrence of the damage or the functional impairment.

6.5 The student and his/her guardians are not permitted to provide for or to order replacement purchase without being authorised to do so. The performance of repairs, however, provided such repair works are performed by specialist personnel. Invoice receipts evidencing the proper repair by specialist personnel must be kept and submitted to the City of Münster upon request.

7. Obligation to report theft

In the event of a theft of the loaner, the student shall immediately file a complaint with the police which complaint shall be submitted to the school management within 5 working days. However, the obligation to report a theft exists only if and insofar the student has found or should have found factual evidence for the fact that the loaner might have been stolen.

8. Insurance

The loaner is not insured by the City of Münster. However, the City of Münster agrees that the student insures a risk of theft and/or damage in his/her own name and at his/her own expense. It is possible that corresponding services are already included in the existing insurance policies for household contents or private liability or can be included in the insurance for a "small fee".

9. Regulations regarding the return / damages upon return / untimely return

- 9.1 Upon the termination of the contract, the student shall be obliged to return the loaner to the City of Münster in an undamaged and ready-for-use condition (with traces of use not exceeding normal signs of tear and wear) in compliance with the provisions on data backup and deletion (clause 10 of this contract).
- 9.2 In the event that upon the return of the device any damage or functional impairments are detected which did not exist at the time it was handed over to the student, the student first has the option to explain the cause thereof within 10 days and facilitate an examination of whether there is an obligation to compensate for damages in compliance with clauses 6.2 and 6.3 hereunder.

- 9.3 In the event the student cannot show and prove that he/she is not responsible for the damage or functional impairment found, the City of Münster will cause the necessary repair or restoration to be done at the student's cost. Where damages make a further use of the loaner impossible due to their irreparability (total damage), the City of Münster may require the student to assume the costs of a replacement purchase by way of indemnity.
- 9.4 Where the loaner is not returned within the term required by clause 3 hereunder, the City of Münster will invite the student to comment on the whereabouts of the loaner. At the same time, the City of Münster will set an adequate deadline for the student to return the loaner as required by this contract. Such deadline will be 3 days at least. Where – within said deadline – the student cannot provide evidence that he/she is not responsible for the impossibility to return the loaner within that deadline, the City of Münster may require the student to assume the costs of a replacement purchase by way of indemnity.
- 9.5 With respect to the costs of a replacement purchase, a lump sum of € 345 is agreed for the costs of a replacement purchase. The student or the legal guardian is expressly at liberty to prove that the City of Münster has suffered no or less damage than the amount of this lump sum.
- 9.6 In the event that the student is to be held liable for the repair of the device or its replacement in accordance with the above provisions, the student's guardians shall be financially liable for the compensation of these damages and shall be liable to the City of Münster in addition to the student.

10. Data processing, storage and deletion

- 10.1 In connection with the actual use of the loaners by the students, the City of Münster will not process any personal data. As a matter of principle, the City of Münster will not access the personal data of the students stored on the loaner.
- 10.2 Data backup and data storage is the responsibility of the students themselves.
- 10.3 The student is contractually obliged to delete any data stored on the loaner and, in particular, his/her personal data prior to the return of the loaner. This can be done by resetting the loaner to factory settings.

Where the student needs technical support with regard to the deletion of data, he/she can contact their teachers or a member of staff at the school or the City of Münster without further ado and free of charge.

- 10.4 If the personal data of the student stored on the loaner has not already been deleted by the student upon return, the City of Münster is obliged by this contract to carry out this deletion itself or through the school in order to be able to use the devices without this personal data of the student for other purposes. The student expressly agrees to the deletion of his/her personal data stored on the loaner by the City of Münster if this data has not yet been deleted when the loaner is returned.

11. Miscellaneous

- 11.1 Any amendments or additions to this contract shall only be effective if agreed in writing. This shall also apply to any amendment of this written form clause
- 11.2 If a clause or part of this contract should be invalid or void, this shall not affect the validity of the rest of the contract.

A clause which may be invalid shall be interpreted in view of the meaning and purpose of the contract in such a way as the parties would have validly agreed upon with a reasonable assessment in order to achieve the purpose of the contract.

11.3 Where this contract is signed by only one guardian, that guardian hereby confirms that he or she has either the sole parental custody of the student or that he or she is acting with the consent and also on behalf of the other guardian.

[Appendix regarding prior damage]

[Appendix regarding returns]

[Appendix regarding the damage reports]

Münster, 20_____

Student's signature

Guardians' (Guardian's) signature

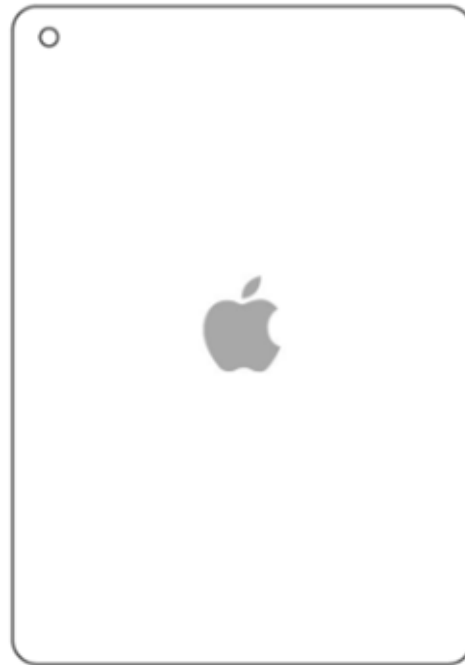
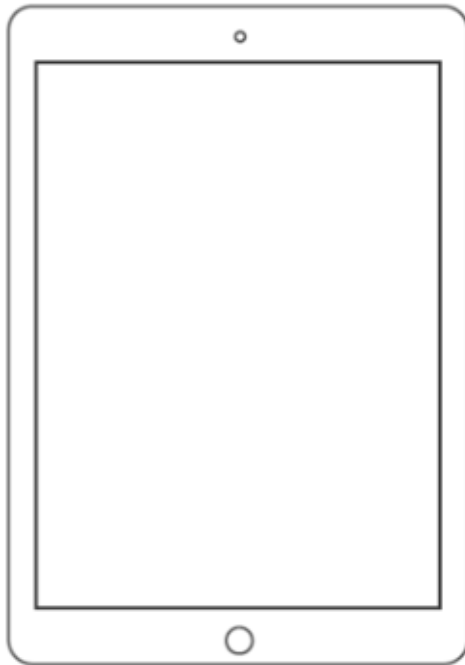
Signature school management
as representative of the school board

Guardians' (Guardian's) signature

Handing over

Apple iPad incl. accessories

The iPad shows the following prior damage.



Specification

Münster, _____ (date)

Student's signature

Signature on behalf of the school management

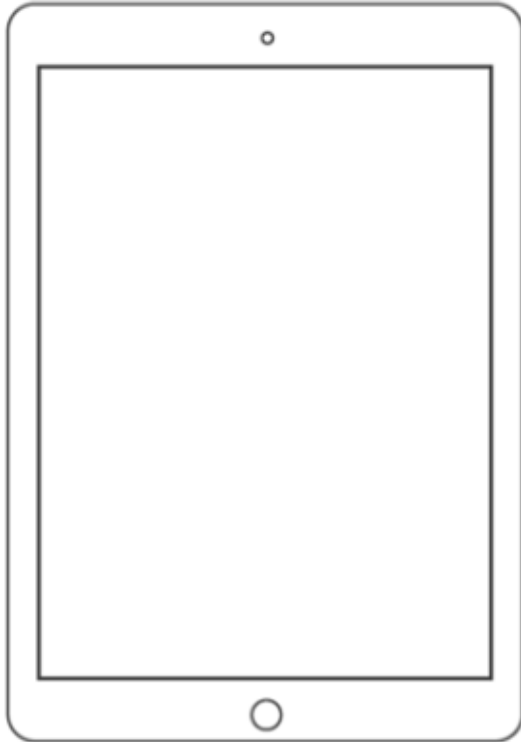
Guardians' (Guardian's) signature

Guardians' (Guardian's) signature

Return

Apple iPad incl. accessories

Upon its return, the iPad shows the following additional damages.



Specification

Münster, _____ (date)

Student's signature

Signature school management

Guardian's signature

Other guardian's signature

Damage report

Report on the course of events.

The damage report is first filled in by the student together with the his/her guardians and then submitted to the competent teacher in charge.

Münster, _____ (date)

Student's signature

Signature on behalf of the school management

Guardian's signature

Other guardian's signature